

JUST CAUSE FOR EVICTION

GMC Chapter 9.30

GENERAL INFORMATION BULLETIN

The Just Cause for Eviction Ordinance addresses the twelve (12) legal reasons for eviction and other issues relating to the termination of a tenancy. The full text of the Ordinance may be found at the City's website: www.ci.Glendale.ca.us.

TWELVE LEGAL REASONS FOR EVICTIONS IN THE CITY OF GLENDALE

A landlord may bring an action to recover possession of a rental unit only upon one of the following grounds:

1. The tenant has failed to pay the rent to which the landlord is entitled.
2. The tenant has violated their lease or rental agreement, and has failed to comply after having been given lawful notice.
3. The tenant is committing or permitting to exist a nuisance or is causing damage to the rental unit or to the property. A nuisance is anything that creates an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the same or adjacent buildings.
4. The tenant is using or permitting a rental unit to be used for any illegal purpose. This includes committing any such acts within a 1,000 feet radius of the boundary line of the property.
5. The person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.
6. The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, inspection, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.
7. The landlord seeks in good faith to recover possession so as to demolish, or perform other work on the building or unit, if: (i) the work costs at least eight times the amount of the monthly rent times the number of rental units being worked on, and (ii) such work makes the unit uninhabitable for more than 30 days. If a landlord is converting the unit to a condominium, separate noticing regulations apply.
8. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:
 - a) A resident manager (provided that no alternative vacant unit is available or the building does not have an existing resident manager).

b) The landlord, or the landlord's spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents.

c) Tenants who require case management or counseling as part of the tenancy.

9. The landlord seeks in good faith to recover possession in order to remove the rental unit permanently from rental housing use.

10. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate.

11. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a contractual agreement relating to the qualifications of tenancy.

12. The tenant continues to smoke in the rental unit or in common areas where smoking is prohibited. (GMC 8.52.080.)

EXEMPTION

I. When is a rental unit exempt from the Ordinance?

ALL RENTAL UNITS ARE COVERED, EXCEPT:

- Rental units located on a parcel containing two or fewer dwelling units;
- Rooms or accommodations in hotels, etc. which are rented for a period of less than 60 days;
- Section 8 housing and/or other government subsidized units;
- Other limited circumstances.

II. How may a unit become exempt from the Ordinance?

A rental unit is or may become exempt from the Just Cause for Eviction Ordinance if a landlord offers a new or existing tenant in good faith a written lease with a term of one year. If offered a lease, a tenant or a prospective tenant may:

- a) Accept the lease in writing. OR
- b) Reject the lease in writing, or by failing to sign the lease within 30 days of the offer. In either case, the unit is exempt from the Ordinance.

If the tenant rejects the offer for a written lease with a term of one year, the landlord and tenant may then enter into a written rental agreement that provides for rental terms substantially similar to the lease offered. Every written rental agreement subject to this exemption must provide the following notice in a box above the space for the tenant's signature (in at least 8 point bold faced type):

<p>The rental unit is exempt from Chapter 9.30 of the Glendale Municipal Code, Just Cause Eviction, because of the landlord's offer of a written lease which has a term of one year.</p>
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III. What must be stated in a lease?

Under the terms of the Ordinance, if a unit is to become exempt from the Ordinance, a written lease between a landlord and tenant with a term of one year must set the rental rate in the lease.

IV. Can my lease be renewed?

If the landlord wishes to renew the lease, then at least 90 days prior to the expiration of the written lease, the landlord shall offer in good faith a written lease with a minimum term of one year. Within 30 days of the written offer, the tenant must either accept or reject the offer. In either case, the unit is exempt from the Ordinance.

V. What if the landlord doesn't want to renew the lease?

If the landlord wishes to terminate the lease, then at least 90 days prior to the expiration of the written lease, the landlord shall notify the tenant of his intent not to renew. This must be done in writing, separate from the lease.

VI. Who must the landlord inform of his intent to renew or terminate the lease?

Only those individuals who are identified in the lease or those who have been identified as additional tenants in a separate written notice.

VII. What must be on the notice to quit or notice to terminate?

The landlord must set forth the reasons for the termination, with specific facts to permit a determination of the date, place and circumstances concerning the reason.

RELOCATION ASSISTANCE

I. Under what conditions must landlords provide relocation assistance?

A. The following require landlords to provide monetary relocation assistance:

- 1) When the unit is permanently removed from the rental housing market or requires eviction for demolition.
- 2) When the unit requires eviction for major rehabilitation.
- 3) When the landlord evicts for the occupancy of her/himself, spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents, a resident manager, or a tenant who requires case management or counseling as part of the tenancy.
- 4) When landlord evicts to comply with a governmental agency's Order to Vacate.
- 5) When they are evicted due to condominium conversion or for commercial use of the property.

II. Are there any exemptions from relocation assistance?

A tenant would not be eligible for relocation:

- 1) When the tenant received actual written notice prior to entering into a written or oral tenancy agreement that an application to subdivide the property or convert the building to a condominium was on file with or had been approved by the City.
- 2) If evicting a resident manager to replace him/her with another resident manager.
- 3) When landlord evicts to comply with a governmental agency's Order to Vacate due to hazardous conditions caused by a natural disaster or an act of God.

- 4) The tenant receives relocation assistance from another governmental entity and that amount is equal to or greater than the amount provided in the Glendale Just Cause Eviction ordinance.

III. What is the relocation amount?

The Landlord shall pay a relocation fee in the amount of two (2) times the amount of the current fair market rent as established by HUD for a rental unit of similar size, PLUS \$1,000. Additional exceptions may apply. See the City website (www.ci.Glendale.ca.us) for the current HUD fair market rent rates.

IV. How shall payment be made?

- A.
 - 1) The entire fee shall be paid to a tenant who is the only tenant in a rental unit.
 - 2) If a rental unit is occupied by two or more tenants, each tenant shall be paid a pro-rata share of the fee.
- B.
 - 1) Payment shall be made within fifteen (15) days of service of a written notice of termination; however,
 - 2) The landlord may, at the landlord's sole discretion and at the landlord's cost, deposit the relocation amount with his attorney or establish an escrow account for the tenant(s) in lieu of the payment described in B (1) above to be disbursed to the tenant upon certification of vacation.

RETALIATION

I. What's retaliation?

Retaliation occurs when a landlord, with the intent to retaliate against the tenant as a result of the tenant's assertion or exercise of rights under the law or the tenant's request or demand for or participation in mediation, arbitration, or litigation, does one of the following:

- threatens to evict or evicts a tenant
- causes the tenant to involuntarily move from a rental unit
- serves any notice to quit or notice of termination of tenancy
- decreases any services or increases the rent

The landlord's retaliatory action must be within 180 days of the tenant's assertion or exercise of his/her rights.

II. What are the penalties if the landlord has retaliatory intent?

The tenant may assert retaliatory eviction as a defense. Retaliatory eviction may be punishable by: (1) a fine not exceeding \$250.00 for the first violation; (2) a fine not exceeding \$500.00 for the second violation; and (3) as a misdemeanor by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 6 months.

Additional resources:

Housing Rights Center – 626-791-0211 or 1-800-477-5977

Neighborhood Legal Services – 1-800-433-6251